

DELEGATION AGREEMENT
between the <Department/City/Town> and the
Massachusetts Human Resources Division

This agreement between the Human Resources Division (HRD) and the <Department/City/Town> is for the purpose of delineating the responsibilities of the parties in the delegation of certain duties and powers of the HRD, in accordance with the provisions of Chapter 31, MGL, section 5(l), to the <Department/City/Town> in order to incorporate the use of an assessment center as a weighted, graded component of the examination process for the title of <EXAM TITLE>, <Department/City/Town>.

The <Department/City/Town> will be included to participate in the Departmental Promotional written examination for <EXAM TITLE> scheduled to be administered by the HRD on <WRITTEN DATE>. There will be three components of the examination process: written examination, an assessment center, and education and experience rating. The weights for the examination components are <WEIGHT>% for written examination, <WEIGHT>% for the assessment center exercises, and <WEIGHT>% for the education and experience rating. The assessment center rating will be included in the overall examination mark subject to the applicant scoring at or above the passing point on the written examination component; and the education and experience rating will be included in the overall examination mark subject to the applicant scoring at or above the passing point on the assessment center component. Applicants must get a passing mark on each of the weighted components in order to receive an overall (general average) examination score.

If the <Department/City/Town> desires to conduct the assessment center component before HRD determines the passing point for the written examination and which participants achieved a passing score, it is understood that all eligible applicants must be given the opportunity to participate in the assessment center exercises. It is the <Department/City/Town>'s responsibility to ensure that each applicant is advised that the results of his/her assessment center component will be cancelled if s/he does not pass the written examination.

The <Department/City/Town> has agreed to hire a consultant to develop, construct, validate, administer and score the assessment center component and to pay all attendant costs associated with same. The <Department/City/Town> will hire an Assessment Center vendor who will develop an Assessment Center based upon a job analysis. In addition the <Department/City/Town> will ensure that the Assessment Center vendor produces an Assessment Center that conforms with recognized validation methodologies. Further, the <Department/City/Town>, will ensure that the Assessment Center vendor will provide evidence of validation if the Assessment Center is challenged. HRD will delegate to <Department/City/Town> <ADMINISTRATOR> and the consultant in, but not limited to, the following areas.

1. Determination of the knowledges, skills, abilities and personal characteristics (KSAP's) that are supported by job analysis data that will be evaluated during the assessment center exercises.
2. Determination of the relative weights of the three examination components as supported by job analysis data.

3. Development of the job-related, content valid questions/activities that will be used during the assessment center component for which validation evidence has been gathered in accordance with professionally accepted guidelines.
4. The security plan that will be utilized to ensure the integrity of the assessment center.
5. Any training materials or sessions that will be distributed to/conducted for applicants prior to the administration of the assessment center in order to familiarize them with assessment center procedures.
6. The review of any validation materials which support the assessment center exercises.
7. The composition and selection of the panelists for the assessment center exercises.
8. The training of the assessment center assessors in the use of the rating schedules and administration of the exercises.
9. The review and approval of the rating schedules to be used.
10. The determination of a passing point for the assessment center.
11. The <Department/City/Town>'s representation as observers only for the assessment center exercises.
12. Reviews permitted pursuant to Section 22 of Chapter 31 of the MGL shall be the responsibility of the <Department /City/Town> with respect to the assessment center activities. The <Department/City/Town>'s Appointing Authority shall be responsible for issuing notice to all candidates of the rights afforded to them under this Section of the MGL.
13. Any "fair test appeal" will be forwarded to HRD, along with the Assessment Center Vendor's summary of facts related to the appeal and position. HRD will issue a determination as to a "fair test appeal." The <Department/City/Town> shall be responsible for issuing notice to all candidates of the Employment/Experience examination component, including instructions on how to claim credits.
14. This delegation agreement may be revoked if any delegated duty or responsibility is exercised in violation of or in a manner inconsistent with this delegation agreement.
15. The consultant shall submit assessment center component scores to HRD.
16. Maintenance of the record of the examination for three years from the date of the examination.
17. Forward all notices of employment of promoted employee(s) from the certification process.
18. The Delegation Administrator shall be responsible for the security of the administration and scoring of the selection process, as well as certification from the eligible list in accordance with civil service laws, rules, regulations, and procedures.

The Human Resources Division will be responsible for the following:

1. Providing and explaining to the Delegation Administrator any changes in civil service law and rules which may directly affect any of the delegated functions.
2. Notifying the Delegation Administrator on a timely basis of any changes in the law or regulations which may affect the delegated functions.
3. HRD will be available to the Delegation Administrator throughout the delegation process and HRD will provide technical assistance to the Delegation Administrator upon request.

The <Department/City/Town> must choose an Assessment Center vendor who is willing to assume the following responsibilities in relation to this Delegation Agreement. If the Assessment Center vendor neglects to follow the below actions, this Delegation Agreement may be discounted by HRD. Assessment Center vendor responsibilities are listed below:

1. Fully cooperate with HRD regarding all instances of Appeals, including, but not limited to, Fair Test Appeals (GL Chapter 31§ 22)
2. Will appear and defend the Assessment Center content if a Civil Service Commission hearing occurs.

Changes in approved procedures for the administration of the delegated functions may not be made without the review and approval of both parties. No duties may be assumed by the Delegation Administrator which have not been authorized by this agreement or subsequent agreement. The cost of all services, forms, and materials provided directly by HRD shall be assumed by HRD unless otherwise agreed to by both parties. All other costs involved in the delegation of the functions set forth herein will be the responsibility of the <Department/City/Town>.

The Human Resources Division authorizes George Bibilos, Director, Organizational Development Group/Civil Service, (617) 878- 9727, and/or his designee to act as its representative in all matters relative to this delegation agreement. Primary responsibility for the administration of all delegated civil service functions, as described herein, for the <Department/City/Town> will be assigned to <ADMINISTRATOR>, who will serve as Delegation Administrator. S/He, or her/his designee, will be responsible for all matters relative to this delegation agreement.

The Delegation Administrator will be responsible for ensuring that the examination referenced herein is administered within 18 months of the execution of this Delegation Agreement. An extension of a maximum of six additional months may be approved by HRD upon review of a written request from the Delegation Administrator detailing extenuating circumstances necessitating such extension. Such request must be submitted at least 30 days prior to expiration of the 18 month timeframe. An additional extension may be approved only if HRD postpones the written component of this examination due to insufficient applicants. Upon failure to administer this examination within the timeframe approved by HRD, HRD may cancel this examination and Delegation Agreement, and the Delegation Administrator will be responsible for refunding any examination processing fee(s) paid by applicants.

Periodic or random audits of all examination materials, examination records, and/or delegated personnel transactions may be conducted at any time by representatives from HRD. All examination materials, records, ledgers and correspondence relating to the delegated functions shall be made readily available and accessible to HRD upon request. HRD may also at its option attend the administration of the examination as an observer. Candidate scores from the Assessment Center shall only be available to HRD and the individual candidates. A report on any audit findings regarding delegated personnel transactions will be made available to the Delegation Administrator and corrective action, if necessary, on any problems or errors identified in that report must be taken by the <Department/City/Town> within thirty 30 days from receipt of the audit report. A written report of that corrective action shall be submitted to HRD. HRD retains the rights to review, retain, approve, and/or disapprove any and all examination related materials and/or records, before or after the administration of the examination, at its discretion. HRD reserves the right to take action up to rescinding this agreement if <Department/City/Town> or Assessment Center Vendor has violated this agreement.

The specific functions to be delegated are described and detailed in this Agreement. As further actions are delegated, detailed descriptions shall be reviewed by both parties and appended to this Agreement. Either party may revoke this delegation agreement with 30 days written notice.

DATE OF ISSUANCE:

FOR THE <DEPARTMENT/CITY/TOWN>:

<ADMINISTRATOR>
<ADMIN TITLE>

Date

FOR THE HUMAN RESOURCES DIVISION:

Ronald J. Arigo
Chief Human Resources Officer

Date